
SENATE BILL 5642

State of Washington 58th Legislature 2003 Regular Session

By Senators Prentice, Roach, Reardon, Fairley, Esser and Winsley

Read first time 02/04/2003. Referred to Committee on Financial Services, Insurance & Housing.

1 AN ACT Relating to the residential property seller disclosure
2 statement; and amending RCW 64.06.020.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read
5 as follows:

6 (1) In a transaction for the sale of residential (~~real~~) property,
7 the seller shall, unless the buyer has expressly waived the right to
8 receive the disclosure statement, or unless the transfer is exempt
9 under RCW 64.06.010, deliver to the buyer a completed (~~real property~~
10 ~~transfer~~) seller disclosure statement in the following format and that
11 contains, at a minimum, the following information:

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If
14 the question clearly does not apply to the property write "NA". If the
15 answer is "yes" to any * items, please explain on attached sheets.
16 Please refer to the line number(s) of the question(s) when you provide
17 your explanation(s). For your protection you must date and sign each
18 page of this disclosure statement and each attachment. Delivery of the

1 disclosure statement must occur not later than five business days,
2 unless otherwise agreed, after mutual acceptance of a written contract
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

5 THE FOLLOWING DISCLOSURES ARE MADE BY (~~THE SELLER(S),~~ CONCERNING))
6 SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT
7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

8 (~~DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE~~
9 ~~BASIS OF~~) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
10 FACTS OR MATERIAL DEFECTS THAT ARE NOT APPARENT OR READILY
11 ASCERTAINABLE TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
12 PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~
13 ~~SELLER.~~) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
14 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS(~~7~~
15 ~~UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S~~)
16 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
17 STATEMENT TO YOU TO RESCIND (~~YOUR~~) THE AGREEMENT BY DELIVERING (~~YOUR~~
18 ~~SEPARATE~~) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO (~~THE~~
19 ~~SELLER, UNLESS YOU WAIVE THIS RIGHT~~) SELLER. YOU MAY, HOWEVER, WAIVE
20 THE RIGHT TO RESCIND AT OR PRIOR TO (~~ENTERING~~) THE TIME YOU ENTER
21 INTO A SALE AGREEMENT.

22 THE FOLLOWING ARE DISCLOSURES MADE BY (~~THE~~) SELLER AND ARE NOT THE
23 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
24 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
25 ANY WRITTEN AGREEMENT BETWEEN (~~THE~~) BUYER AND (~~THE~~) SELLER.

26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF (~~A~~
28 ~~QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR~~
29 ~~EXAMPLE~~) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
30 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
31 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT
32 INSPECTORS. THE PROSPECTIVE BUYER AND (~~THE OWNER~~) SELLER MAY WISH TO
33 OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY (~~AND~~) OR TO
34 PROVIDE (~~FOR~~) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
35 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

36 Seller is/ is not occupying the property.

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I. SELLER'S DISCLOSURES:

If ("Yes" attach a copy or explain) you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? <u>If no, please explain.</u> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Are there any rights of way, easements, or access limitations that may affect the ((owner's)) <u>Buyer's</u> use of the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *E. Are there any written agreements for joint maintenance of an easement or right of way? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *F. Is there any study, survey project, or notice that would adversely affect the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *G. Are there any pending or existing assessments against the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the ((subject)) property that would affect future construction or remodeling? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *I. Is there a boundary survey for the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *J. Are there any covenants, conditions, or restrictions which affect the property? |

2. WATER

- A. Household Water

1 (1) The source of ~~(the)~~ water for
2 the property is:
3 Private or publicly owned water
4 system
5 Private well serving only the
6 subject property
7 Other water system
8 Yes No Don't know *If shared, are there any written
9 agreements?
10 ((Public Community
11 Private Shared
12 (2) Water source information:
13 Yes No Don't know *a. Are there any written
14 agreements for shared water
15 source?)
16 Yes No Don't know ((#b.)) *(2) Is there an
17 easement (recorded or
18 unrecorded) for access to
19 and/or maintenance of the
20 water source?
21 Yes No Don't know ((#e.)) *(3) Are there any
22 known problems or repairs
23 needed?
24 Yes No Don't know ((#d. Does)) (4) During your
25 ownership, has the source
26 ((provide)) provided an
27 adequate year round supply of
28 potable water? If no, please
29 explain.
30 Yes No Don't know ((#3)) *(5) Are there any water
31 treatment systems for the property?
32 If yes, are they Leased Owned
33 B. Irrigation
34 Yes No Don't know (1) Are there any water rights for
35 the property, such as a water right,
36 permit, certificate, or claim?
37 Yes No Don't know ((#2) If they exist, to your
38 knowledge.) *(a) If yes, have the
39 water rights been used during the
40 last ((five-year period)) five years?
41 Yes No Don't know ((#3)) *(b) If so, is the certificate
42 available?
43 C. Outdoor Sprinkler System
44 Yes No Don't know (1) Is there an outdoor sprinkler
45 system for the property?

1 Yes No Don't know *F. ((Was a pest or dry rot, structural or
 2 "whole house" inspection done? When
 3 and by whom was the inspection
 4 completed?
 5 Yes No Don't know *G. Since assuming ownership, has
 6 your property had a problem with wood
 7 destroying organisms and/or have there
 8 been any problems with pest control,
 9 infestations, or vermin?) During your
 10 ownership, has the property had any dry
 11 rot or pest infestation?

12 Yes No Don't know G. Is the attic insulated?
 13 Yes No Don't know H. Is the basement insulated?

5. SYSTEMS AND FIXTURES

15 ((#F)) *A. If any of the following
 16 systems or fixtures are included with
 17 the transfer, ((do they have any existing
 18 defects*)) are there any defects? If yes,
 19 please explain.

20 Yes No Don't know ((#A:)) Electrical system,
 21 including wiring, switches, outlets,
 22 and service

23 Yes No Don't know ((#B:)) Plumbing system,
 24 including pipes, faucets, fixtures,
 25 and toilets

26 Yes No Don't know ((#C:)) Hot water tank

27 Yes No Don't know ((#D:)) Garbage disposal

28 Yes No Don't know ((#E:)) Appliances

29 Yes No Don't know ((#F:)) Sump pump

30 Yes No Don't know ((#G:)) Heating and cooling
 31 systems

32 Yes No Don't know ((#H:)) Security system
 33 Owned Leased

34 ((#I:)) Other

35 *B. If any of the following fixtures
 36 or property is included with the
 37 transfer, are they leased? (If yes,
 38 please attach copy of lease.)

39 Yes No Don't know Security system

40 Yes No Don't know Tanks (type):

41 Yes No Don't know Satellite dish

42 Other:

6. COMMON INTERESTS

44 Yes No Don't know A. Is there a Home Owners'
 45 Association? Name of Association
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E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) ~~((hereby acknowledges receipt of))~~ has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

6 DISCLOSURES CONTAINED IN THIS ~~((FORM))~~ DISCLOSURE STATEMENT ARE
7 PROVIDED BY ~~((THE))~~ SELLER BASED ON ((THE BASIS OF)) SELLER'S ACTUAL
8 KNOWLEDGE OF THE PROPERTY AT THE TIME ~~((OF DISCLOSURE. YOU, THE~~
9 ~~BUYER,))~~ SELLER COMPLETES THIS DISCLOSURE STATEMENT, UNLESS BUYER AND
10 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
11 DAYS((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
12 SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
13 DISCLOSURE STATEMENT TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING
14 ((YOUR SEPARATE SIGNED)) A SEPARATELY SIGNED WRITTEN STATEMENT OF
15 RESCISSION TO ((THE)) SELLER ((UNLESS YOU WAIVE THIS RIGHT OF
16 RESCISSION)). BUYER MAY, HOWEVER, WAIVE THE RIGHT TO RESCIND AT OR
17 PRIOR TO THE TIME BUYER ENTERS INTO A PURCHASE AND SALE AGREEMENT.
18 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ~~((REAL PROPERTY~~
19 ~~TRANSFER))~~ DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
20 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
21 LICENSEE OR OTHER PARTY.

22 DATE BUYER BUYER

23 (2) If the disclosure statement is being completed for new
24 construction which has never been occupied, the disclosure statement is
25 not required to contain and the seller is not required to complete the
26 questions listed in item 4. Structural or item 5. Systems and
27 Fixtures.

28 (3) The ((real property transfer)) seller disclosure statement
29 shall be for disclosure only, and shall not be considered part of any
30 written agreement between the buyer and seller of residential ((real))
31 property. The ((real property transfer)) seller disclosure statement
32 shall be only a disclosure made by the seller, and not any real estate
33 licensee involved in the transaction, and shall not be construed as a
34 warranty of any kind by the seller or any real estate licensee involved
35 in the transaction.

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